

HOUSE BILL REPORT

HB 1856

As Reported by House Committee On:
Judiciary

Title: An act relating to protecting victims of sexual assault, sexual harassment, and stalking.

Brief Description: Providing certain procedures for tenants who are victims of sexual assault, sexual harassment, and stalking.

Sponsors: Representatives Kessler, Pedersen, Flannigan, Roberts, Kirby, Nelson, Ormsby, Carlyle, Green, Moeller, Springer, Williams, Appleton, Goodman, Kelley, Maxwell, Rodne, Driscoll, Kenney, Santos, O'Brien, Darneille and Morrell.

Brief History:

Committee Activity:

Judiciary: 2/12/09, 2/19/09 [DPS].

Brief Summary of Substitute Bill

- Allows a tenant or household member who is the victim of unlawful harassment to terminate a rental agreement with no further obligation if certain conditions are met.
- Allows a tenant or household member who is the victim of sexual assault, stalking, or unlawful harassment by a landlord to change or add locks to the tenant's dwelling and establishes procedures to be followed in such cases.

HOUSE COMMITTEE ON JUDICIARY

Majority Report: The substitute bill be substituted therefor and the substitute bill do pass. Signed by 11 members: Representatives Pedersen, Chair; Goodman, Vice Chair; Rodne, Ranking Minority Member; Shea, Assistant Ranking Minority Member; Flannigan, Kelley, Kirby, Ormsby, Roberts, Ross and Warnick.

Staff: Kate Moeur White (786-5793) and Courtney Barnes (786-7194)

Background:

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.

The Residential Landlord-Tenant Act (RLTA) regulates the relationship between tenants and landlords. The RLTA provides requirements, duties, rights, and remedies with respect to the landlord-tenant relationship.

Early Termination of a Rental Agreement.

The RLTA specifies certain circumstances under which a landlord or tenant may terminate a tenancy without further obligation under the rental or lease agreement. One such circumstance allows a tenant or a household member who is a victim of domestic violence, sexual assault, or stalking to terminate a tenancy without further obligation under the agreement if: (1) the tenant provides the landlord, within 90 days of the reported act or incident, with written notice that he or she was the victim of one of these acts; and (2) the tenant either provides the landlord with a valid protection order or a record of report signed by a qualified third party. Qualified third parties include law enforcement officers, certain health professionals, employees of state courts, and licensed mental health professionals or other licensed counselors.

A tenant who terminates a rental or lease agreement as a result of domestic violence, sexual assault, or stalking is entitled to the return of the full deposit notwithstanding lease or rental provisions that allow forfeiture of a deposit for early termination.

Summary of Substitute Bill:

Early Termination of a Rental Agreement.

A tenant who is a victim of sexual assault, stalking, or unlawful harassment by a landlord, or any other alleged perpetrator, may terminate the rental agreement and is discharged from any further obligations under the agreement when certain conditions are met. In order to be discharged of further obligation under the rental agreement, a tenant must deliver a copy of a valid protection order or a record of report signed by a qualified third party to the landlord within seven days of quitting the dwelling. The record of the report must not include the name of the alleged perpetrator. The qualified third party is required to provide the name of the alleged perpetrator to the landlord upon written request if the alleged perpetrator meets the definition of "landlord."

"Landlord" is defined to include a landlord's employees. "Unlawful harassment" is defined as acts that fall within the meaning as set forth in the criminal code. Unlawful harassment includes any request for sexual favors made to a tenant or household member in return for a change in or performance of any or all terms of a lease or rental agreement.

A tenant who terminates a rental agreement under this act is entitled to a pro rata refund of any prepaid rent following the date the tenant vacates the dwelling and a specific statement explaining the basis for the withholding of any portion of the deposit.

Changing or Adding Locks.

A tenant who is the victim of sexual assault, stalking, or unlawful harassment by a landlord is permitted to change or add locks to the tenant's dwelling at the tenant's expense if, within seven days of changing or adding locks to the dwelling, the tenant delivers written notice of the lock change and a copy of the protection order or record of report to the landlord. If the tenant changes or adds locks to the dwelling, the rental agreement shall terminate on the 90th day following notice being provided to the landlord of the lock change, unless the tenant notifies the landlord within 60 days of such notice that he or she terminates or wishes not to terminate the rental agreement. The tenant is required to provide the owner a copy of the key to the new locks if the alleged perpetrator is no longer an employee or agent of the landlord or owner and does not reside on the premises.

Landlord Access to Dwelling.

In the case of an emergency, a landlord is permitted to enter the tenant's dwelling if accompanied by a law enforcement or fire official. In the case of a non-emergency, the tenant is required to make arrangements to allow the landlord access to the dwelling if the landlord complies with right-of-entry laws established under the RLTA and provides the tenant with specific notice indicating the date and time the landlord intends to enter the dwelling.

Substitute Bill Compared to Original Bill:

Early Termination of a Rental Agreement.

The substitute bill changes the term "sexual harassment" to "unlawful harassment" and allows a tenant who is the victim of unlawful harassment, regardless of the perpetrator, to terminate a rental agreement with no further obligation if certain conditions are met. The original bill allowed a tenant who is the victim of sexual harassment by a landlord to terminate a rental agreement with no further obligation.

The substitute bill omits the requirement that the record of report provided to the landlord include notice that the alleged perpetrator is an individual meeting the definition of "landlord."

Changing or Adding Locks.

The substitute bill adds a provision terminating a rental agreement on the 90th day following a landlord receiving notice that the tenant has changed or added locks to the dwelling, unless the tenant notifies the landlord within 60 days of such notice that he or she terminates or wishes not to terminate the rental agreement. The substitute bill requires that the tenant provide the owner of the premises a key to the new locks if the alleged perpetrator no longer is an employee of the owner or landlord and does not live on the premises.

Landlord Access to Dwelling.

Under the substitute bill, a tenant who has changed or added locks is required to make arrangements to allow the landlord access to the dwelling if the landlord complies with all requirements set forth under right-of-entry laws and provides the tenant with notice

specifying the date and time the landlord intends to enter the dwelling. The original bill required the tenant to provide a copy of the key to a qualified third party and established procedures for the landlord to enter the dwelling if accompanied by a law enforcement or fire official.

The substitute bill omits the provision prohibiting the landlord from retaliating against the tenant for exercising the tenant's rights under the substitute bill. Also omitted is the provision requiring landlords to notify tenants of their rights under the substitute bill.

Appropriation: None.

Fiscal Note: Not requested.

Effective Date of Substitute Bill: The bill takes effect 90 days after adjournment of the session in which the bill is passed.

Staff Summary of Public Testimony:

(In support) The bill addresses the gap in current law by protecting victims of sexual harassment when the perpetrator is a landlord. The bill's lock-change allowance provides immediate safety for victims. The bill clarifies the role of law enforcement who, under current law, must tell victims that if they wish to change their locks they must provide a key to their landlord. The bill requires victims to file a report in order to exercise the lock-change option. It is difficult for those in subsidized housing to move quickly as they may face the loss of their subsidized housing voucher. The bill buys tenants time and allows them to put themselves in a different situation.

The RLTA already offers early termination options for victims of sexual abuse. The current law has not been abused. Landlord sexual abuse undermines a person's core basic needs for safety and housing and forces victims to decide whether to stay silent about the abuse or to maintain their housing, relocate, and incur termination fees and poor credit references. Sexual abuse by a landlord leads to compromised housing and homelessness. The bill could save lives.

(Opposed) A version of the bill is being drafted to change the definition of "sexual harassment" to "unlawful harassment." The bill should allow a landlord who has an employee engaging in unlawful behavior to obtain the name of the employee from the qualified third party who issued the report. The bill is broadly drafted and could have drastic ramifications for landlords, such as destroying their reputations and careers. The bill may create one victim for another. Sexual harassment accusations cannot be taken lightly. The bill subjects landlords to accusations that cannot be proven and fails to provide due process. The bill's provisions could be abused by tenants wishing to keep their landlords out of their apartments so that they can participate in illegal activity.

Persons Testifying: (In support) Representative Kessler, prime sponsor; Yvonne Moore and David Ward, Northwest Women's Law Center; Jennifer Castro, Housing Justice Project; and Andrea Piper, Washington Coalition of Sexual Assault Victims.

(Opposed) Joe Puckett, Washington Multi-Family Housing Association; Doug Neyhart, Rental Housing Association; Ron Newbry, Yakima Valley Landlords Association; and Eric Mewhinney, Washington Apartment Association.

Persons Signed In To Testify But Not Testifying: (In support) Pat Tassoni, Thurston County Tenants Union.